



4. Defendant SOUTHWEST HOUSING COMPLIANCE CORPORATION is a wholly owned subsidiary of HOUSING AUTHORITY OF THE CITY OF AUSTIN conducting business in the State of Texas and maintains an office in Travis County, Texas.

### **III. JURISDICTION AND VENUE**

5. Jurisdiction is conferred on this Court by Title 28 U.S.C. §1337 and by Title 29 U.S.C. §216(b). At all time pertinent to this Complaint, Defendants HOUSING AUTHORITY OF THE CITY OF AUSTIN and SOUTHWEST HOUSING COMPLIANCE CORPORATION, were an enterprise engaged in interstate commerce. Additionally, Plaintiff was individually engaged in commerce and her work was essential to Defendants' business. Venue is proper in this district under 28 U.S.C. § 1391.

### **IV. STATEMENT OF FACTS**

6. Plaintiff worked for Defendants from May 11, 2004 through August 17, 2007.

7. Plaintiff held the title of Asset Manager during the period relevant to this case.

8. During Plaintiff's employment with Defendants, HOUSING AUTHORITY OF THE CITY OF AUSTIN and SOUTHWEST HOUSING COMPLIANCE CORPORATION were a joint employer of the Plaintiff as defined by 29 CFR §791.2(a).

9. During one or more workweeks of Plaintiff employment with Defendants, Plaintiff worked in excess of 40 hours ("overtime hours").

10. Defendants failed to pay Plaintiff one and one-half times her regular rate of pay for those week in which she worked overtime hours.

### **V. CAUSE OF ACTION - VIOLATION OF THE FAIR LABOR STANDARDS ACT**

11. The acts described in the preceding paragraphs violate the Fair Labor Standards Act,

which prohibits the denial of overtime compensation for hours worked in excess of forty (40) per workweek. The violations committed by Defendants were committed willfully.

## **VI. DAMAGES**

12. As a result of Defendants' unlawful conduct, Plaintiff is entitled to actual and compensatory damages, including the amount of overtime which was not paid and which should have been paid.

13. Section 216(b) of the FLSA provides that any employer who violates the statute shall be liable for unpaid overtime pay and an additional equal amount as liquidated damages. Therefore, Plaintiff seeks an award of liquidated damages in an equal amount as the amount of unpaid overtime pay.

14. Plaintiff further seeks liquidated damages as a result of Defendant's willful failure and refusal to pay overtime in violation of Section 7 of the FLSA, 29 U.S.C. § 207.

15. Plaintiff also seeks compensation of the out of pocket expenses and costs of court she will have incurred in this action. Plaintiff is also entitled to reasonable and necessary attorneys fees. See 29 U.S.C. § 216(b).

## **VII. PRAYER FOR RELIEF**

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that:

1. The Court assume jurisdiction of this cause and that Defendants be cited to appear;
2. The Court award damages to Plaintiff as specified above with Defendants being held jointly and severally liable;
3. The Court award reasonable and necessary attorneys' and expert fees and costs;
4. The Court award Plaintiff pre- and post-judgment interest at the highest rates allowed.

Plaintiff further prays for any such other relief as the Court may find proper, whether at law or in equity.

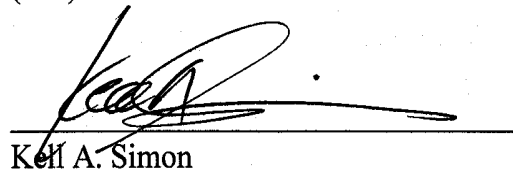
**VIII. JURY DEMAND**

Plaintiff hereby demands a trial by jury of all the issues and facts in this case.

Respectfully submitted this 14th day of July, 2008.

Respectfully submitted,

ROSS LAW, P.C.  
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A handwritten signature in black ink, appearing to read "Kell A. Simon", is written over a horizontal line.

Kell A. Simon  
Texas Bar No. 24060888  
ATTORNEY FOR PLAINTIFF